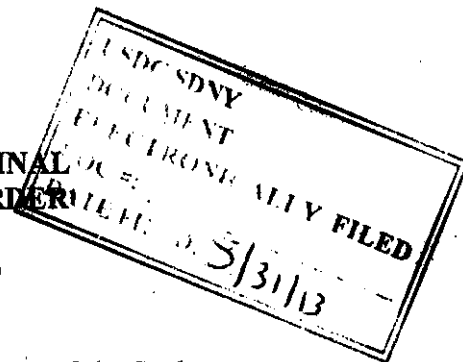


UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK-----X  
IN RE NISSAN RADIATOR/TRANSMISSION :  
COOLER LITIGATION :

FINAL APPROVAL ORDER

10 CV 7493 (VB)  
-----X

Having considered the Joint Motion for Final Approval (the "Motion") of the Settlement between the Representative Plaintiffs William Szymczak, Stefan Schuele, Kim Dreher, Mario Lopez, Melanie Rivera, Katrina Boyd, Angela Greathouse, Cornelius Jackson, David Simons, Anne Stewart, David Johnson, Phyllis Johnson and Tim McElroy and Nissan North America, Inc. ("NNA"); having held a fairness hearing on May 2nd, 2013; having considered all of the submissions and arguments with respect to the Motion; and having provisionally certified, by the Court's prior Preliminary Approval Order dated October 9, 2012 (the "Preliminary Approval Order"), a Settlement Class pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure; and the Court being fully advised in the premises, the Court finds and orders as follows:

1. The Court confirms its previous preliminary findings in the Preliminary Approval Order, and finds that the Litigation satisfies the applicable prerequisites for class action treatment under FED. R. CIV. P 23(a) and 23 (b)(3). The Class or Settlement Class as defined in Paragraph 30 of the Settlement Agreement and also defined below is so numerous that joinder of all members is not practicable, questions of law and fact are common to the Settlement Class, the claims of the Settlement Class Representatives are typical of the claims of the Settlement Class and the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class. Questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members.

2. Notice to the Settlement Class required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, by mailing such Notice by first-class mail. The Claims Administrator, Kurtzman Carson Consultants, LLC, also placed the Notice on its website. In addition, NNA placed the Notice on its website Nissanassist.com. Thus, notice has been given in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

3. In accordance with the requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, the Claims Administrator caused to be mailed a copy of the proposed class action settlement and all other documents required by law to the Attorney General of the United States and the Attorneys General in each of the jurisdictions where class members reside. None of the Attorneys General filed objections to the Settlement.

4. The Settlement was a result of arm's-length negotiation by experienced counsel with an understanding of the strengths and weaknesses of their respective cases. Among the factors that they considered are those set forth in the Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement. The Parties have agreed to the Settlement without any admission of wrongdoing and to avoid further expense, uncertainty, inconvenience, and interference with their ongoing business. As part of this litigation, Interim Co-Lead Counsel has conducted a detailed investigation of the facts and analyzed the relevant legal issues. Although the Representative Plaintiffs and Interim Co-Lead Counsel believe that the claims asserted in the Complaint have merit, they also have examined the benefits to be obtained under the Settlement compared to the costs, risks, and delays associated with the continued litigation of these claims.

5. The Court finds that the Settlement is fair, reasonable, and adequate in light of the complexity, expense, and duration of litigation and the risks involved in establishing liability, damages, and in maintaining the class action through trial and appeal.

6. Future repairs through authorized NNA dealers, if and as needed, on the radiator assembly and other damaged components (including the transmission) in Class Vehicles because of cross-contamination of engine coolant and transmission fluid as a result of a defect in the radiator up to a maximum of 10 years or 100,000 miles, whichever is less, subject to the deductibles described in Paragraph 41 of the Agreement and reimbursement for previous repairs to the radiator and other damaged components (including the transmission) because of cross-contamination of engine coolant and transmission fluid as a result of a defect in the radiator between 8 years or 80,000 miles, whichever is less, and 10 years or 100,000 miles, whichever is less, subject to the deductibles described in Paragraph 41 of the Agreement, constitutes fair value given in exchange for the release of the claims of the Settlement Class. The Court finds that the consideration to be provided under the Settlement is reasonable considering the facts and circumstances of this case, the types of claims and defenses asserted in the Litigation, and the risks associated with the continued litigation of these claims. There are approximately 1.5 million class members identified for purposes of notice for 764,277 Class Vehicles.

7. The Parties and Settlement Class Members have irrevocably submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding or dispute arising out of Settlement.

8. It is in the best interests of the Parties and the Settlement Class Members and consistent with principles of judicial economy that any dispute between any Settlement Class Member (including any dispute as to whether any person is a Settlement Class Member) and any

Released Party which in any way relates to the applicability or scope of the Settlement Agreement or this Final Judgment and Order of Dismissal should be presented exclusively to this Court for resolution by this Court.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:**

9. The Court certifies a Settlement Class consisting of the following: All former and current owners and lessees of a 2005-2010 model year Nissan Pathfinder, Nissan Xterra or Nissan Frontier vehicles (the "Class Vehicles") in the United States and its territories, including Puerto Rico, excluding fleet and governmental purchasers and lessees. Excluded from the Settlement Class are those persons or entities that validly and timely elected exclusion from the Settlement Class under the conditions and procedures as described by the Court's Preliminary Approval Order, as described in Exhibit A and subsequent orders of this Court extending the time for submission of exclusion from the Class annexed hereto.

10. The Settlement Agreement submitted by the Parties is finally approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable, adequate, and in the best interests of the Settlement Class. The Parties are directed to perform all obligations under the Settlement Agreement in accordance with its terms. The Parties and each person within the definition of the Settlement Class are hereby bound by the terms and conditions of the Settlement Agreement, except for those who have duly excluded themselves.

11. The Action is hereby dismissed, with prejudice and without costs. This Judgment has been entered without any admission by any Party as to the merits of any allegation in this Action and shall not constitute a finding of either fact or law as to the merits of any claim or defense asserted in the Litigation.

12. The Released Claims are hereby finally compromised, settled, released, discharged, and dismissed with prejudice against the Released Parties by virtue of the proceedings herein and this Final Judgment and Order of Dismissal.

13. Members of the Settlement Class and their successors and assigns are hereby permanently barred and enjoined from asserting, commencing, prosecuting or continuing to prosecute, either directly or indirectly, any Released Claim against any one of the Released Parties in any forum, with the exception of (i) any Class Members who have duly excluded themselves and (ii) those Class Members with appropriate contemporaneous documentation from an automotive repair or service center, odometer disclosure statement, or government agency establishing that, on the date by which notice was given under the Preliminary Approval Order the class members' vehicle had more than 100,000 miles.

14. The Court approves an award of \$5,000 to each of the Plaintiffs (Plaintiffs David and Phyllis Johnson shall be deemed to be one for purposes of this Paragraph): William Szymczak, Stefan Schuele, Kim Dreher, Mario Lopez, Melanie Rivera, Katrina Boyd, Angela Greathouse, Cornelius Jackson, David Simons, Anne Stewart, David and Phyllis Johnson, and Tim McElroy as a reasonable payment for his, her, or their efforts, expenses and risk as Plaintiffs in bringing this action, which shall be paid by NNA as provided in the Settlement Agreement.

15. The law firms of Stull, Stull & Brody, Kantrowitz Goldhamer & Graifman, P.C., and Mazie, Slater, Katz and Freeman, LLC., previously appointed as Interim Co-Lead Counsel for the putative class by Order dated May 16, 2012 (Dkt. No. <sup>58</sup>~~36~~) are hereby confirmed as Co-Lead Class Counsel for the Settlement Class hereunder. The Court approves an award of \$ 1,620,000.00 to Class Counsel as reasonable payment for attorneys' fees, costs and expenses, which shall be paid by NNA as provided in the Settlement Agreement. HB ✓

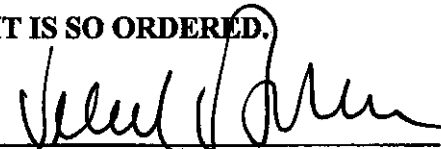
16. Without affecting the finality of this judgment, the Court's retained jurisdiction of this Settlement also includes the administration and consummation of the Settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction of, and the Parties and all Settlement Class Members are hereby deemed to have submitted irrevocably to the exclusive jurisdiction of this Court for, any suit, action, proceeding or dispute arising out of or relating to this Order, the Settlement Agreement, or the Applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Class Member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the Parties hereto and all persons within the definition of the Settlement Class are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

17. The Objection[s] filed are hereby denied. ✓

18. The Court finds that no just reason exists for delay in entering this Final Judgment and Order of Dismissal. Accordingly, the Clerk is hereby directed to enter final judgment.

IT IS SO ORDERED.

✓ Dated: 5/30/13  
White Plains, NY

  
HON. VINCENT L. BRICCETTI, U.S.D.J.

# EXHIBIT A

**KCC Class Action Services***In re: Nissan Radiator/Transmission Cooler Litigation*

Exclusions

04/16/2013

Count: 197

Last Name	First Name
ANGELO	PAUL
BAHORIK	CLAUDIA J
BAKER	EDWARD J
BEGALMAN	TREVERIS I
BERTHIAUME	BARBARA J
BILLMAN	LENORE N
BLANCHETTE	DANIEL E
BONE	ANTHONY J
BOUDREAUX	JOHN H
BRADLEY	DOUGLAS J
BROEMSEN	SHARON D
BROWN	HUNTER L
BROWN	SHARON M
BUCHANAN	CALEB
BUFFINGTON	ANITA G
BURKS	LEONARD W
BUTI	CHRISTOPHER K
BYRNE	JENNIFER
CALDWELL	KIMBERLY N
CARR	RODNEY J
CAVE	EVAN
CHADWICK	DAVID E
CHAN	DARYL
CHRISTY	DOUGLAS J
CHUNG	HEATHER R
CISSELL	TINA
CLAFLIN	ROBYN L
CLARK	LARRY H
CLARK	NAEEMAH
COLEMAN	CRAIG F
COMINI	EDWARD E
CONSOLIDATED METAL TECHNOLOGIE	
COOMBS	JOHN
CORMIER	ERNEST J
CORRAL	MARIA L
CRAWFORD	SHELBY
CUSANO	MATTHEW W
DANESCU	RYAN R
DAVIES	CARA E
DEAN	GREGORY W
DEBACA	C
DEBBAN	KENNETH E
DELGADO AGUILAR	MIGUEL A
DERRICO	PHILIP A
DICLERICO	DOMENIC J
DODSON	GREGORY M
DOUGLAS	WILLIAM
DUPUIS	GLENN M
DUPUIS	MARY J
EDMONDSON	ROBERT A



ELIASON  
ELLINGTON  
ENRIQUEZ OROZCO  
ERICKSON  
ERNST  
ERVIN  
ESCALANTE  
EWRY  
FAWCETT  
FERRIN  
FISCHER  
FISH  
FOWLER  
FOX  
FRAME  
FRANCISCO  
FRANKS  
FRIIS  
FULCHER  
GARRETT  
GARSIDE  
GAUME  
GEE  
GIBBS  
GINNETT  
GIOVANNELLI  
GONZALES  
GORDON  
GRAFFORD  
GRIGGS  
GUZMAN  
HABERERN  
HANKINS  
HANSON  
HARNER  
HARRELL  
HARRISON  
HENIN  
HENRY  
HENSON  
HOBBS  
HOLLAND  
HOLSTIEN  
HUNT  
HUTT  
IRVING  
JABLONSKI  
JAIME  
JAMISON  
JENSEN  
JENSEN  
JOHNSON  
KAMINSKY  
KENYON  
KITKO  
KLING  
KOFFORD  
LACAVERA

JOHN P  
WILLIAM H  
BLANCA  
OWEN B  
DWAYNE K  
JOHN C  
WILBERTH F  
NANCY J  
KEITH A  
CHERYL A  
LINDA E  
RONALD S  
RAYMOND  
DONNA M  
KANDY J  
JAIME Q  
AARON R  
JAKOB N  
ROBERT  
GRAY  
IAN D  
KENNETH C  
ANGELITA  
RUSSELL H  
ROGER J  
ROY G  
CYNTHIA J  
KENYA J  
KYLE G  
DEBRA M  
CELESTE M  
DANNY  
JAMES  
DANA R  
DON E  
TIM  
JOE  
NAZIH W  
CARMEN A  
EILEEN L  
CHARLES C  
KYMBERLEE R  
EDWIN L  
ROBERT J  
CYNTHIA  
KIMBERLY E  
DANIEL  
BLANCA V  
JOHN S  
CHARLES C  
MICHAEL L  
PAMELA S  
PIXIE  
DANIEL A  
FREDERICK N  
CHARLES W  
DON  
DAVID M

LACY  
LAFOND  
LANZA  
LESLIE  
LESSER  
LOPEZ  
MARTIN  
MARTINEZ  
MCCLANAHAN  
MCCLURE  
MCCURLEY  
MCKENZIE  
MCMAHON  
MCMANUS  
MILLER  
MILLS  
MITTICA  
MOISSETT  
MOON  
MOORE  
MORIN  
MYERS  
NAVARRETE  
NORTHRUP  
NOWICK  
ORNSTEIN  
ORTIZ  
ORTLIEB  
OTT  
PARKER  
PARSONS  
PASS  
PATTERSON  
PETRARCA  
PILEGGI  
POOL  
POTTEIGER  
RADECKI  
RAUCH  
RAY  
RAY  
REMAN  
REYNOLDS  
RIOS  
ROSS  
SANTOLI  
SAULS  
SCHAEFFNER  
SCHWEISS  
SEIDEL  
SERATA  
SHARP  
SIBLEY  
SKALAMERA  
SMEAK  
SMITH  
SNYDER  
SPEIR

JAMES W  
RAYMOND F  
WILLIAM L  
RALPH K  
DAVID  
JOSE L  
COREY D  
FRANCISCO J  
MATTHEW S  
EDWARD L  
SANDY M  
LARRY  
MICHAEL F  
KELLIE R  
NIKKI R  
ANNA  
PAUL J  
JOHN M  
ARNOLD R  
STEWART  
DENISE M  
DIRK R  
PEDRO R  
COLLIN R  
TINA L  
LESLIE  
RAMON  
EDWARD G  
GALEN D  
DUDLEY W  
JENNA L  
TURQUITA  
STEPHEN K  
MARCELLE A  
BRIAN  
SCOTT A  
THEODORE  
BETTY W  
CHARLES S  
AUSTIN  
STACEY A  
ABIGAIL  
SANDRA J  
CYNTHIA  
JOSHUA A  
JONATHAN  
ODELL F  
JEFFREY J  
JERRY A  
SABINE R  
ROBERT J  
BARRY R  
GEORGE H  
JOSEPH A  
JEFFREY A  
DENISE M  
EDWARD E  
GREGORY

STEFANOWICZ  
STEPHENS  
STEVENS  
STOBER  
STOLZ  
STONE  
STRASSBERGER  
SULLIVAN  
TAYLOR  
THOMAS  
THOMPSON  
THORNTON  
TOCKMAN  
VALLE  
VANDUZER  
VAUGHAN  
VILLALOBOS  
WALKER  
WARD  
WARREN  
WATTS  
WEERAKKODY  
WESTCOTT  
WHALEY  
WIFFEN  
WILCOX  
WILLIAMS  
WILLIAMSON  
WILSON  
YOUNTS  
ZASLOW

JACK D  
BRENT E  
MEAGHAN A  
DALE S  
JAMES J  
HEATHER D  
PETER J  
ROSALEE J  
CARL A  
NATHANIEL D  
STEPHEN E  
SUSAN L  
STUART L  
ELIDA  
ROBERT C  
BILLY N  
ANGELICA  
AMORY C  
KRISTIE A  
MITCHELL  
GERTRUDE A  
SUNIL D  
PHILIP F  
LEE K  
SHERI E  
STERLING K  
KHALED A  
JAMES  
JAIME H  
CATHERINE L  
ALAN